

DOCUMENT #5322
ADOPTED
6/28/90

LICENSE AGREEMENT

BY AND BETWEEN

THE BOSTON REDEVELOPMENT AUTHORITY

AND

BOSTON HARBORFEST

This License Agreement (hereinafter referred to as "License") is made on the _____ day of _____, 1990 between the Boston Redevelopment Authority (hereinafter referred to as "Licensor"), a public body politic and corporate, created and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, with a mailing address at One City Hall Square, Boston, Massachusetts, 02201, and Boston Harborfest (hereinafter referred to as "Licensee"), a non-profit organization with a mailing address at 45 School Street, Boston, Massachusetts 02108.

WHEREAS, Boston Harborfest, each year, sponsors an outdoor activity known as the Boston Harborfest and has requested that certain activities of the Ninth Annual Boston Harborfest be held at the Long Wharf Park; and

WHEREAS, on _____, the Boston Redevelopment Authority approved the granting of a temporary license to Boston Harborfest for the purposes of sponsoring the Ninth Annual Boston Harborfest on the dates of June 30 and July 1.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

1. The License Area shall be limited to the Long Wharf Park, in the Downtown Waterfront as defined in the map attached hereto and incorporated as Exhibit A.

2. The License shall be used exclusively for the Licensee's Ninth Annual Boston Harborfest.

3. The Licensee acknowledges that this is a temporary License and its occupancy of the License Area is for a limited use, as defined herein, and for a two-day period. No obligations, direct or indirect, shall be construed beyond this temporary license.

4. The term of this License shall be effective July 2 and 3, 1990 from _____ to _____ for free concerts for the public at Long Wharf Park.

5. The Licensee shall pay all charges for fees, taxes, permits and insurance in conjunction with its use of the License Area.

6. Failure to pay the License Fee and failure to comply with the License conditions shall terminate this License forthwith. In the event of said failure, the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.

7. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected or put by reason of injury, including death, to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

8. The Licensee shall carry for the term of the License personal injury and comprehensive public liability insurance in the name of the Licensee, with the Licensor named as an additional insured to protect the Licensee and the Licensor from any liability which might be incurred against them as a result of any operations of the Licensee, its agents, servants, employees, visitors, guest, contractors, subcontractors, or any and all other persons or corporations dealing with the License Area. Such insurance shall provide for a limit of One million Dollars (\$1,000,000) for all damages arising from bodily injury or death; and One Million Dollars (\$1,000,000) for all damages arising out of any injury to or destruction of property; and a total or aggregate limit of Five Million Dollars (\$5,000,000) for all damages arising out of injury to or destruction of property during the policy period.

9. The Licensee shall furnish all certificates of insurance to the Licensor as a condition of the granting of this License. Such certificates of insurance shall provide evidence of satisfaction of the terms and conditions set forth in paragraph 8 of this License.

10. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License, by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

11. The Licensee shall ensure that no accumulation of litter, trash, debris or other disposable material will remain on the premises upon the expiration of the License. The Licensee shall leave the License Area in a clean condition.

12. The Licensee shall neither make any change in, nor erect, nor place any building, structure, or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing.

13. The Licensee shall have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.

14. This License may not be assigned, transferred, mortgaged, or encumbered in any way without the specific written permission of the Licensor.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals below as of the date first written above.

LICENSOR: BOSTON REDEVELOPMENT AUTHORITY

BY: _____
Stephen Coyle
Director

LICENSEE: BOSTON HARBORFEST

BY: _____
Susan Park
President

Approved as to form:

Robert F. McNeil
Chief General Counsel

MEMORANDUM

JUNE 28, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL BARRETT, ASSISTANT DIRECTOR
HARBOR PLANNING AND DEVELOPMENT

SUBJECT: LICENSE REQUESTED FOR BOSTON HARBORFEST
AT LONG WHARF PARK

EXECUTIVE

SUMMARY: MEMORANDUM REQUESTING AUTHORIZATION TO EXECUTE
A TWO-DAY LICENSE AGREEMENT WITH BOSTON HARBORFEST,
ALLOWING THE ORGANIZATION THE USE OF THE BOSTON
LONG WHARF PARK FOR THE NINTH ANNUAL BOSTON
HARBORFEST FOR FREE PUBLIC CONCERTS.

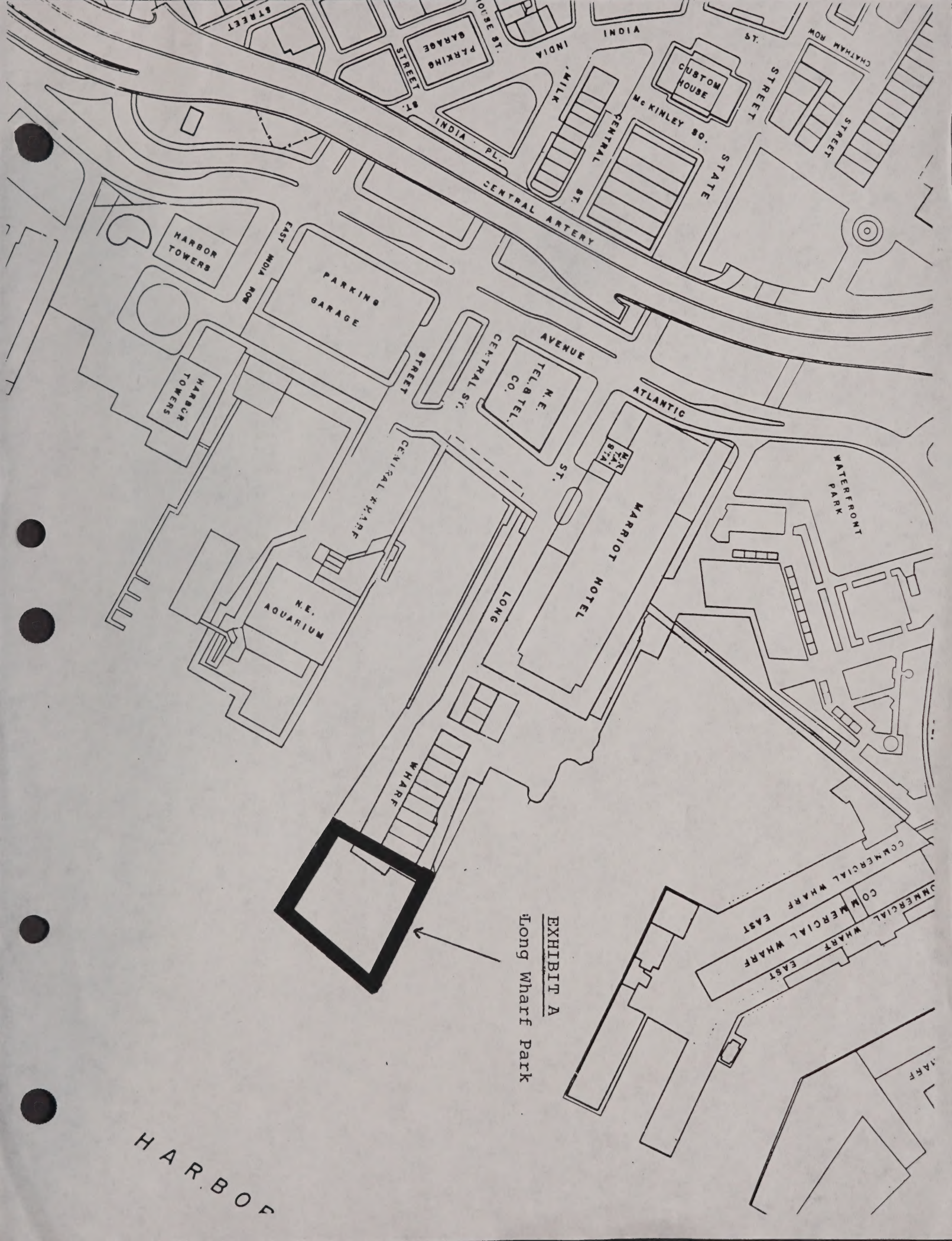
The Ninth Annual Boston Harborfest, one of the nation's foremost festivals, is scheduled for June 29 - July 4, 1990 at a variety of locations in Boston. Boston Harborfest, a non-profit corporation, is committed to increasing public awareness about Boston's maritime heritage and resources.

There are over 100 Harborfest activities, including historic reinactments, concerts, and visiting vessels that create a lively atmosphere along Boston's waterfront. Boston Harborfest has requested that the Authority make Long Wharf Park available for free public concerts on June 30 and July 1, (1 - 3 p.m.).

Boston Harborfest has managed this event successfully for eight years. The liability insurance which Boston Harborfest carries meets the Authority's requirements.

An appropriate vote follows:

VOTED: That the Director be and hereby is authorized to execute a two-day license agreement, as substantially attached hereto, with Boston Harborfest to use Long Wharf Park to hold its Ninth Annual Boston Harborfest June 30 and July 1, 1990. Said agreement is to be in the Authority's usual form, with the Authority and City of Boston be named as additional insured on the Certificate of Insurance.



HARBOR

EXHIBIT A
Long Wharf Park

